



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 45

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 29

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion

Applicability:

This schedule shall be applicable as follows:

To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Standard Rate Schedules QFP and QFS, that either initially contracts for ten (10) MWs or more of capacity or whose aggregate peak load at any time amounts to ten (10) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule. [T]

To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Standard Rate Schedules QFP and QFS, where: (i) the customer was in existence and served under the then effective Standard Rate Schedule LIC any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand. [T]

To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Standard Rate Schedules QFP and QFS, where: (i) the customer's load was in existence and served through a rural delivery point as defined in Standard Rate Schedule RDS, (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in Standard Rate Schedule LIC. [T]

Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in the Applicability section of this Standard Rate Schedule LICX. For all loads meeting the applicability criteria below, no other Big Rivers' tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria above. [T]

DATE OF ISSUE September 4, 2013

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ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
All rates in this tariff are subject to change and/or refund on issuance of the Commission's Final Order in Case No. 2012-00535.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

8/20/2013

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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Original SHEET NO. 46

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 30

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

Obtain from the customer an executed written contract or amend an existing contract with terms acceptable to Big Rivers.

Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

Definitions:

Please see Section 4 for definitions common to all tariffs.

Base Year – “Base Year” shall mean the twelve (12) calendar months from September 1998 through August 1999.

Existing Customer – “Existing Customer” shall mean any customer of a Member Cooperative served as of August 31, 1999.

New Customer – “New Customer” shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.

Special Contract Rate – “Special Contract Rate” shall mean a rate negotiated with a Member Cooperative to serve the load requirements of a New Customer or an Existing Customer, which will include, upon request by the Member Cooperative, rates based on Real Time Pricing.

Third-Party Suppliers – “Third-Party Suppliers” means any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

Expansion Demand and Expansion Energy:

Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

Expansion Demand for the expanded load requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

Rates and Charges:

Expansion rate and charges shall be the sum of the following, including but not limited to Real-Time pricing:

(1) Expansion Demand and Expansion Energy Rates:

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems, and all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system.

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25

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CANCELLING P.S.C. KY. No. _____

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Original

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

(2) Expansion Demand Transmission Rate:

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in the OATT applied to each kW taken as Expansion Demand.

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT:

- (1) Scheduling System Control and Dispatch;
- (2) Reactive Supply and Voltage Control from Generation Sources Services;
- (3) Regulation and Frequency Response Service;
- (4) Energy Imbalance Service;
- (5) Operating Reserve – Spinning Reserve Service; and
- (6) Operating Reserve – Supplemental Reserve Service.

(4) Big Rivers Adder:

In addition to the charges described above, Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

Meters:

Big Rivers shall provide an appropriate meter to all customers served under this Standard Rate Schedule LICX. [T]
[T]

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CANCELLING P.S.C. KY. No. 24

First Revised SHEET NO. 33

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion Billing Form

BIG RIVERS ELECTRIC CORP.		INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024	
TO: LARGE INDUSTRIAL CUSTOMER EXPANSION		ACCOUNT SERVICE FROM		mm/dd/yy	THRU mm/dd/yy
DELIVERY POINTS		USAGE:			
USAGE	DEMAND	TIME	DAY	METER	MULT KW DEMAND
		00:00 A (or P)	mm/dd		1000 00,000
POWER FACTOR	BASE	PEAK	AVERAGE		KW DEMAND BILLED
EXPANSION DEMAND	00.00%	00.00%	00.00%		000,000
ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
EXPANSION ENERGY	00000.000	00000.000	0000.000	1000	00,000,000
EXPANSION DEMAND & EXPANSION ENERGY					
EXPANSION DEMAND, INCLUDING LOSSES			kW TIMES	\$	EQUALS \$
EXPANSION ENERGY, INCLUDING LOSSES			kWh TIMES	\$	EQUALS \$
OTHER EXPANSION SERVICE CHARGES					EQUALS \$
SUBTOTAL					\$
EXPANSION DEMAND TRANSMISSION					
LOAD RATIO SHARE OF NETWORK LOAD					\$
EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES					
SCHEDULING SYSTEM CONTROL & DISPATCH SERVICE					\$
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE					\$
REGULATION & FREQUENCY RESPONSIVE SERVICE					\$
ENERGY IMBALANCE SERVICE					\$
OPERATING RESERVE – SPINNING RESERVE SERVICE					\$
OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE					\$
SUBTOTAL					\$
BIG RIVERS ADDER					
EXPANSION DEMAND			kW TIMES	\$	EQUALS \$
FUEL ADJUSTMENT CLAUSE	0,000,000	kWh TIMES	\$0.0000000		EQUALS \$
NSNFP	0,000,000	kWh TIMES	\$0.0000000		EQUALS \$
SUBTOTAL					\$
ENVIRONMENTAL SURCHARGE	\$00,000.00	TIMES	00.00%		EQUALS \$
EXPANSION DEMAND/ENERGY – POWER FACTOR PENALTY		kW TIMES	\$0.0000000		EQUALS \$
UNWIND SURCREDIT	0,000,000	kWh TIMES	\$0.0000000		EQUALS \$
MEMBER RATE STABILITY MECHANISM	0,000,000	AMOUNT			\$
CSR	0,000,000	AMOUNT			\$
RRES	0,000,000	kWh TIMES	\$0.0000000		EQUALS \$
REBATE ADJUSTMENT	0,000,000	AMOUNT			\$
TOTAL AMOUNT DUE					\$
LOAD FACTOR					
ACTUAL	BILLED				MILLS PER KWH
00.00%	00.00%				00.00

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

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ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
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CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 33.50

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - SET – Supplemental Energy Transactions

Applicability:

In all territory served by Big Rivers' transmission system.

Availability:

This tariff provides a regulatory path for timely implementation of Supplemental Energy transactions requested by Kenergy under the terms of the Smelter Agreements (as amended), which are approved by and are on file with the Commission.

[T]

Rates and Terms:

This tariff shall not alter or amend, whether directly or by implication, any term, covenant or condition of a Smelter Agreement. Capitalized terms used in this tariff and not defined in this tariff have the meanings given in the Smelter Agreements.

"Supplemental Energy" consists of (i) Interruptible Energy, (ii) Buy-Through Energy, and (iii) Market Energy.

Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Interruptible Energy for resale to a Smelter in accordance with the terms and conditions set forth in Section 2.3.2(a) of a Smelter Agreement. Under the Smelter Agreements, Big Rivers provides Kenergy and each Smelter a confirmation setting forth the price or prices and other terms and conditions ("Interruptible Energy Terms") under which Interruptible Energy may be available during each Hour of a fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter remain in effect. The Interruptible Energy Charge is calculated in accordance with Section 4.3.1 of the Smelter Agreements.

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Original

SHEET NO. 33.51

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - SET – Supplemental Energy Transactions – (continued)

Buy-Through Energy. Upon each Notice of Interruption in the delivery to a Smelter of Interruptible Energy, as provided for in Section 2.3.2(a) of the Smelter Agreement, Big Rivers may in its sole discretion as provided in Section 2.3.2(b) offer to sell to Kenergy Firm Energy purchased from Third Party Suppliers for resale to a Smelter in lieu of the interrupted Scheduled Interruptible Energy ("Buy Through Energy"). The Buy-Through Energy Charge is calculated in accordance with Section 4.3.2 of the Smelter Retail Agreements.

Market Energy. Big Rivers may, in its sole discretion, supply Market Energy to Kenergy in response to a request from Kenergy for Market Energy, as provided in Section 2.3.2(c) of the Smelter Agreement, on terms and conditions as Big Rivers and Kenergy shall agree. The Market Energy Charge is calculated in accordance with Section 4.3.3 of the Smelter Agreements.

Big Rivers will provide Kenergy with the information from the MISO and other sources necessary for Kenergy to file with the Commission by the twentieth day of each month a schedule identifying the details of each Supplemental Energy transaction with Big Rivers for the prior month that are supplemental to the terms included in the Smelter Agreements for that type of Supplemental Energy transaction, including but not limited to the category of Supplemental Energy transaction, and the duration, price, quantity and supplier in each such transaction.

[T]
[T]

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Original

SHEET NO. 34

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider:

Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to an individual customer ("CS Customer") capable of curtailing at least 1,000 kW of [T] load upon request.

Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

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CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 35

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Conditions of Service (continued):

[T]

- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

CS Curtailment Profiles:

For each of its CS Customers, the Member Cooperatives shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

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Original SHEET NO. 36

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

CS Curtailment Profiles (continued):

[T]

- (5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands for each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customer's Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

Terms of Curtailment:

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

- (1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.

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SHEET NO. 55

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO. 37

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Terms of Curtailment (continued):

[T]

- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
 - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

Curtailment Savings Payment:

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

Monthly Savings Payment:

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A Statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts – Electric under Other Power Supply Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

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SHEET NO. 38

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Charges for Excess Energy:

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer whose Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer whose Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions:

CS Customer Information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 57

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 40

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service:

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Big Rivers' Member purchasing wholesale power for delivery at any Rural Delivery Point or Large Industrial Customer Delivery Point on its system under Standard Rate Schedule RDS, Standard Rate Schedule LIC or Standard Rate Schedule LICX, subject to Big Rivers' general rules and regulations on file with the Commission. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass" means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plant grasses, and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

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Conditions of Service:

- (1) Renewable Resource Energy service availability is contingent upon Big Rivers' ability to purchase a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member Cooperative.

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President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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KENTUCKY
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JEFF R. DEROUEN
EXECUTIVE DIRECTOR

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RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

Conditions of Service (continued):

[T]

- (2) Big Rivers will make Renewable Resource Energy service available to a Member to support a contract for Renewable Resource Energy service entered into between a Member and one of its retail members, and approved by Big Rivers. That contract must commit the Member to sell, and the retail member to buy, Renewable Resource Energy in a specified number of 100 kWh blocks per month for a period for not less than one year. Upon approval of the contract by Big Rivers, the purchase and payment obligations of the retail member stated in that contract (less any retail mark-up of the Member) will become the wholesale take-or-pay obligation of the Member to Big Rivers, until (i) the retail member contract expires by its own terms, or (ii) the termination date for the contract of the retail member specified in a written notice from the Member to Big Rivers, which date is a date no earlier than the date on which the written notice from the Member is received by Big Rivers.

Monthly Rate:

The monthly rate for Renewable Resource Energy is the rate in the rate schedule under which the Member is purchasing electricity for its retail member who contracts to purchase Renewable Resource Energy, except that the energy rate is: \$5.50 per 100 kWh block (\$0.055 per kWh), subject to any adjustment, surcharge or surcredit that is or may become applicable under that wholesale rate schedule. This rate charged to a Member for a kWh of Renewable Resource Energy is in lieu of the energy rate that would otherwise be applicable to that energy purchase under Standard Rate Schedule RDS, Standard Rate Schedule LIC or Standard Rate Schedule LICX. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kWh delivered to that Member in that month.

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Billing:

Sales of Renewable Resource Energy are subject to the terms of service and payment of the wholesale rate schedule under which Renewable Resource Energy is purchased.

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RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment:

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

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Definitions:

Please see Section 4 for definitions common to all tariffs.

“Smelters” are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Rebate Adjustment:

In the event that there is a Rebate to the Smelters during a fiscal year under Section 4.9 of the Smelter Agreements, then Big Rivers, subject to approval from its Board of Directors, may request Commission authorization to provide a cash rebate to its Members pursuant to of KRS 278.455(1). The amount of a Rebate Adjustment, if any, will be the amount approved by the order of the Commission. The Rebate Adjustment will be provided as a lump-sum credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by

[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment – (continued)

Rebate Adjustment (continued):

allocating the total rebate amount to each Member system on the basis of total Unadjusted Billing Revenues received from each Member during the fiscal year for which the rebate amount was established. Unadjusted Billing Revenues shall equal the total of all bills issued to Members for service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, Standard Rate Schedule LICX (but only to the extent of service priced under Standard Rate Schedule LIC), and RRES. Big Rivers will apply to the Commission for authorization to provide a rebate to Members within six months after the end of the fiscal year. The rebate would then be provided to Members upon receipt of Commission approval.

[T]

[T]

[T]

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

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For All Territory Served By
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Original

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First Revised

SHEET NO.

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RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge:

Applicability:

To all Big Rivers' Members.

Availability:

The Environmental Surcharge ("ES") is mandatory to Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, and to the FAC and the Non-FAC PPA adjustment clauses, including service to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters. [T]

Rate:

The ES shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

$$\text{CESF} = \text{Net Jurisdictional E(m)} / \text{Jurisdictional R(m)}$$

$$\text{MESF} = \text{CESF} - \text{BESF}$$

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

BESF = Base Environmental Surcharge Factor (presently equal to zero)

[T]

Where E(m) is the total of each approved environmental compliance plan revenue requirement of environmental costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.

Definitions:

$$(1) E(m) = [(RB/12)(RORORB)] + OE - BAS$$

Where:

- (a) RB is the Environmental Compliance Rate Base, defined as electric plant in service for applicable environmental projects adjusted for accumulated depreciation, cash working capital, spare parts inventory, and limestone inventory, and emission allowance inventory;

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RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge – (continued)

Definitions (continued):

- (b) RORORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a Times Interest Earned Ratio of 1.24;
- (c) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and
- (d) BAS is the net proceeds from By-Products and Emission Allowance Sales.
- (2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Jurisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the 12-month total revenue from sales to Members to which the ES will be applied ending with the current expense month, divided by the 12-month total revenue from sales to Members and off-system sales for the current expense month.
- (3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause charges or credits less Environmental Surcharge revenues, for Big Rivers for the twelve months ending with the current expense month. [T]
- (4) Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m). [T]
- (5) The current expense month (m) shall be the second month preceding the month in which the ES is billed.

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RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause:

Applicability:

To all Big Rivers' Members.

Availability:

The Fuel Adjustment Clause ("FAC") is a mandatory rider to all wholesale sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters but excluding Supplemental and Back-Up Energy sales to the Smelters under those two Agreements.

Rate:

The FAC shall provide for periodic adjustment per kWh of sales when the unit cost of fuel [F(m)/S(m)] is above or below the base unit cost of \$0.020932 per kWh [F(b)/S(b)]. The current monthly charges shall be increased or decreased by the product of the kWh furnished during the current month and the FAC factor for the preceding month where the FAC factor is defined below: [T]

$$\text{FAC Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all defined below:

Definitions:

Please see Section 4 for definitions common to all tariffs. [T]

(1) Fuel cost (F) shall be the most recent actual monthly cost of: [T]

- (a) Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus [T]

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RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

[T]

- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
- (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
- (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.

All fuel costs shall be based on weighted average inventory costing.

[T]

- (2) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.

[T]

- (3) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of:

[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

- (i) generation, plus
- (ii) purchases, plus
- (iii) interchange in, less
- (iv) energy associated with pumped storage operations, less
- (v) inter-system sales referred to in subsection (2)(d) above, less
- (vi) total system losses.

[T]

[T]

[T]

Utility-used energy shall not be excluded in the determination of sales (S).

- (4) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (5) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

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RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism

[T]

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, provided that this MRSM shall terminate on the first day of the month following the month in which the balance in the Rural Economic Reserve Fund (as described in the RER rider) equals zero.

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

“Smelters” are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Member Rate Stability Mechanism:

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the effect of billing the FAC and ES to non-Smelter sales, after taking into account the credits received from the Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and ES on each non-Smelter Member's bill, net of the credits received under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar

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RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Member Rate Stability Mechanism (continued):

[T]

impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the Expense Mitigation Adjustment ("EMA") which is defined below.

[T]

[T]

The amount of the MRSM credit provided to each Member during a month will each equal

[T]

- (i) the total amount of FAC charges billed to the Member during the month, plus
- (ii) the total dollar amount of ES charges billed to the Member during the month, less
- (iii) the total dollar amount of the Unwind Surcredits credited to the Member during the month, less
- (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less
- (v) the total dollar amount of the EMA charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero.

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[T]

Expense Mitigation Factor ("EMF") and Expense Mitigation Adjustment ("EMA"):

[T]

The EMF shall be the following:

- I. \$0.000 per kWh for the first twelve (12) months following July 17, 2009;
- II. \$0.002 per kWh for months 13 through 24 following July 17, 2009;
- III. \$0.004 per kWh for months 25 through 36 following July 17, 2009;
- IV. \$0.006 per kWh for months 37 through 48 following July 17, 2009;
- V. \$0.007 per kWh for months 49 through 60 following July 17, 2009; and
- VI. \$0.009 per kWh for months 61 through the termination of this MRSM tariff.

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RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Expense Mitigation Factor (“EMF”) and Expense Mitigation Adjustment (“EMA”) (continued):

[T]

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales to which this tariff applies for the current expense month. The EMF and EMA will expire after both the Economic Reserve and the Rural Economic Reserve funds have been exhausted.

If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

[T]

The MRSM adjustment shall be no longer applicable once the Economic Reserve is exhausted, but the MRSM shall remain a schedule in this tariff until the Rural Economic Reserve Fund is depleted, as described in the “Availability” section of this schedule. During the last month of this MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and ES charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the EMA as applicable.

[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

US -Unwind Surcredit:

Applicability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under the Standard Rate Schedule RDS, Standard Rate schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

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Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

[T]
[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

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“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Determination of the Unwind Surcredit:

- (1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

$$US = \text{Surcredit} + \text{Actual Adjustment} + \text{Balance Adjustment}$$

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PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE

8/20/2013

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)